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ARIZONA ATTORNEY GENERAL

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

March 19, 1984

Mr. John White
Deputy Yuma County Attorney
168 South Second Avenue
Post Office Box 1048
Yuma, AZ 85364

Re: I84-043(R84-009)

Dear Mr. White:

We have reviewed your opinion dated January 12, 1984, to the Superintendent of the Somerton School District concerning whether a school district has the authority to agree to pay an administrator in return for the administrator's resignation. We revise your opinion as follows.

We have recently considered the question addressed in your letter as it relates to teachers, and we believe that the same result applies for administrators. Based upon the reasoning adopted in Ariz. Atty. Gen. Op. I84-026, we therefore conclude that a district may include in its contracts with administrators an agreement to make a lump sum payment upon an administrator's voluntary resignation. As we have pointed out, absent such an agreement, districts have no express or implied power to pay an administrator for his resignation, Ariz. Atty. Gen. Ops. I83-096, I84-026.

Sincerely,

Bob Corbin

BOB CORBIN
Attorney General

BC/SMS/jb

OFFICE OF THE COUNTY ATTORNEY

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January 12, 1984

DAVID S. ELLSWORTH
COUNTY ATTORNEY

TIM HOLTZEN
CHIEF DEPUTY

R84- 009

Whitehead
1-17-84

S. W. Wesner
Superintendent
Somerton School District No. 11
Somerton, Arizona 85350

Re: Request for opinion dated 1/4/84

Question Presented

May the school board "buy out" an administrator's contract with the school district where it is the mutual desire of the school district and the administrator that the employment relationship be severed.

Opinion

A school board is not authorized expressly or impliedly, by statute to expend public funds to compensate the administrator, upon his resignation, for the remaining term of the contract with the school district.

Analysis

Op. Attorney General 183-096 addresses the issue of whether a school district may spend public funds to obtain the resignation of a tenured teacher. That opinion expressed the rule that school districts have no express or implied statutory authorization to pay a teacher in exchange for the teacher's resignation and such a payment would therefore be unlawful. The rule in that opinion applies to your question because there is no express or implied statutory authority to buy out any school employees' contract. Although the Attorney General's opinion does contain language expressing the view that absent a contractual provision providing for payment, such an expenditure would be unlawful, there is no authority cited for that view and, in any event, authority to use such a contractual provision does not appear, expressly or impliedly, in the statutes.

DAVID S. ELLSWORTH
YUMA COUNTY ATTORNEY

By 
JOHN WHITE
DEPUTY COUNTY ATTORNEY

